

**PALANTIR TECHNOLOGIES DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DoD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: Palantir Technologies License and Services Agreement and Exhibit B: Palantir Support and Maintenance (O&M) Terms and Conditions constitutes the Agreement between the Palantir Technologies (Licensor) and the DoD. The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibit A and Exhibit B. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD ESI License Agreement and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, and to include the Intelligence Community and the US Coast Guard, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents will not be considered part of this license agreement.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFARS), without regard to principles of conflict of laws.
- 3. Indemnification:** The DoD does not have the authority to and shall not indemnify any entity. The DoD agrees to pay for any loss, liability or expense, which arises out of or relates to the DoD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DoD is established by a court of law or where settlement has been agreed to by the DoD agency and the Department of Justice. This provision shall not be construed to limit the DoD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DoD.

4. Patent, Copyright, Trademark, and Trade Secret Protection:

- a) The Licensor shall, at its expense, indemnify and hold the DoD harmless from any suit or proceeding which may be brought by a third party against the DoD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DoD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DoD agrees to give Licensor prompt notice of any such claim of which it learns. The DoD has the sole authority to represent itself in actions brought against the DoD. Licensor shall not, without the DoD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DoD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DoD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DoD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DoD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DoD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DoD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DoD for such support.
- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DoD to continue the use of such licensed products.
- d) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the DoD the license fee paid for the infringing licensed products,

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- pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- f) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
 - g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) Modification of any licensed products provided by the DoD or a third party acting under the direction of the DoD;
 - (2) any material provided by the DoD to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DoD's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the DoD's failure to use corrections or enhancements made available to the DoD by the Licensor at no charge.
 - h) The obligation to indemnify the DoD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. **Virus, Malicious, Mischievous or Destructive Programming:**

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DoD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DoD, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the DoD for the actual reasonable cost to remove the Virus and restore the DoD's most recent back up copy of data provided that:

- the licensed products have been installed and used by the DoD in accordance with the Documentation;
- the licensed products have not been modified by any party other than Licensor;
- The DoD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a

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generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. **Delivery:** Publisher's delivery of the Products to DoD shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.
7. **Program Warranty:** Licensor provides warranty for Software procured under this BPA in accordance with the terms set forth under Exhibit A, hereto.
8. **Limitation of Liability:** The Licensor's liability to the DoD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:
 - a) Bodily injury;
 - b) death;
 - c) intentional injury;
 - d) damage to real property or tangible personal property for which the Licensor is legally liable; or
 - e) licensor's indemnity of the DoD for patent, copyright, trade secret, or trademark protection.In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.
9. **Termination:** Licensor may not terminate this Agreement for non-payment from reseller.
 - a) The DoD may terminate this Agreement without cause by giving Licensor thirty (30) calendar day's prior written notice (Notice of Termination) whenever the DoD shall determine that such termination is in the best interest of the DoD (Termination for Convenience).
10. **Background Checks:** This term will be applicable if required by local command policy, as set forth within each order, and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States and only if the Licensor employee does NOT possess a Department of Defense ("DoD") performed National Agency Check with Inquiries ("NACI") or a DoD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. The check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United

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States, Licensors will make reasonable efforts to work with DoD in order to address its security concerns.

11. **Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing, which may include by written agreement, what is considered confidential information.
12. **Publicity/Advertisement:** The Licensors must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
13. **Territory:** Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCNUS), regardless of where software was acquired.
14. **Backup for User Documentation:** Licensors grants DoD to make a reasonable number of copies for DoD's internal business purposes. DoD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DoD is also responsible for reporting to Licensors if DoD learns of the misuse or mishandling of User Documentation provided under the contract to DoD personnel, contractors or Government employees.
15. **Transfers and Assignments:** Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer among or between DOD agencies, outsourcers, contractors or Licensee, (in support of the DoD mission) or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer, except as may be explicitly provided in this Agreement. Licensee is not permitted to transfer or assign licenses to any other party other than a DOD Agency without prior written notification to Licensors.
 - a) Transfers: within the DoD and in the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.
 - b) Assignments: Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor (in support of the DoD mission), DoD Agency or other, as determined, to assume ownership of the license along Licensors' written concurrence. All activities by such Assignee shall be subject to the Licensors' Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensors and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Licensors' Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future software maintenance costs of any assigned licenses.
 - c) Licensee shall complete any required Licensors documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee,

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provided that the licenses are current with regard to Licensor annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement.

- 16. Functionality Replacement and Extended Support.** If Licensor removes any or all of the material features or functionality to which DoD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software no longer performs its core operations as when initially released and Licensor subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then upon request by DoD the License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire product, or (iii) another reasonable substitute as determined by DoD, will be provided to DoD under the terms of this Agreement at no additional charge to DoD. If the Software provided to DoD is updated as replacement, renamed or re-branded applications or products for any reason, then DoD shall be entitled to the same license to use the replacement, renamed or re-branded product as DoD had with respect to the Software that DoD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DoD so long as (a) the new applications or products are functionally equivalent, at a minimum, and the same conditions of use apply as to the Software and (b) Licensor ceased or has advised DoD that Licensor intends to cease supporting the initial Software while DoD was still purchasing Maintenance and Support for such Software. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Licensor provides the same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software without any additional license requirements or additional maintenance fees. The licensor will provide support services in accordance with Exhibits A and B, hereto.
- 17. Rights of Survivorship of the Agreement.** This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.
- 18. Audit Responsibilities:** This Section sets out the sole audit right under this agreement.
- a) DOD will maintain, and promptly provide to Publisher upon its request, but no more frequently than once in a twelve (12) month period, accurate records regarding use of the software by or for DOD. If DOD becomes aware of any unlicensed use of the software, DOD will notify Contractor and Publisher within 15 calendar days, providing reasonable details. The limit of DOD's responsibility for any unlicensed use of the software by any Users employed by or performing services for DOD is the requirement that DOD purchase additional licenses for the product through Contractor without any penalty or promptly stop using the software and delete any unauthorized copies.

- b) DOD will perform a self-audit, upon the request of the Publisher, but no more frequently than once in a twelve (12) month period, and report any change in software program use (hereinafter "True up number"). The Publisher may make such a request of an individual agency of the DOD and will notify the DOD in the event of such a request. If the Publisher requests a self-audit from a DOD agency, a will not make another request of that agency for at least 12 months. Any self-audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the programs installed and/or in use by the DOD, the designated system(s) on which the programs are installed and/or running, and if applicable, the number of users of the programs. DOD shall notify Contractor and Publisher of the True up number no later than 90 calendar days after completion of the self-audit. If the self-audit finds that DOD is under-licensed, DOD will either 1) cease use of the quantity in excess of the DoD licensed quantity and work with the Publisher and Contractor in good faith to account for such excess use or 2) make an additional purchase of the product through Contractor, wherein such pricing is in accordance with any current ESI pricing. The procurement of additional licenses, if required, will transpire no later than 60 days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.

19. US Government Configuration Baseline: The Publisher shall comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.

- a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- b) Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using USGCB prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with USGCB standards as they evolve.
- c) DoD buyers may require compliance with additional baseline configuration requirements.

20. Net-Centricity: The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DoD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DoD and IC in performing their missions.

21. Section 508 of the Rehabilitation Act Compliance: All products and services provided under this agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607.

22. RESERVED

- 23. Temporary Use of Software During Times of Conflict and/or Natural Disaster:** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DoD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces. For licenses connected to a DoD network server, on a semi-annual basis, Licensor shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event. For computers not connected to a DoD network server, The Licensor shall provide, on a quarterly basis, a pre-activated temporary (ninety) 90 day single seat network license which can be copied for use on any number of computers. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DoD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DoD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.
- 24. Software Asset Management & ISO-IEC 19770:2009 Series:** The Licensor shall comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2009 standard is not approved by the ISO International Standards Committee at the time of contract execution, the Licensor shall make commercially reasonable efforts to comply with the standard upon approval by ISO.
- 25. Authorized Users:** An Authorized User includes, but is not limited to DoD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DoD in support of DoD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs. The Licensee must notify the Licensor prior to a non-Government user accessing any Software provided under this Agreement.
- 26. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DoD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DoD missions. The

parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters.

27. Data Recovery and Virtualization:

- a) Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers.
- b) For virtualized servers, both parties agree that only the primary server must be licensed. It is understood that advanced virtualization functions (soft partitioning including live migration) are incorporated herein by expressed written reference and by this license agreement. Thus, no additional licenses will be required to accommodate future data recovery and virtualization commercially accepted methods or practices.

28. Shelf Ware: It is recognized, that in some instances, DoD may have excess Licensor software licenses that are not currently being used or needed by DoD. These licenses are commonly called Shelf Ware. At DoD's sole discretion, the DoD may transfer any these licenses as described in Section 13 of this document or DoD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and will be deducted from the next annual maintenance payment, in a prorated method. In no event, when a subset of licenses is terminated or if the level of support is reduced, support for the remaining licenses will not change in services or result in any type of fee recalculation.

29. Third Party Software: Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.

30. RESERVED

31. RESERVED

32. RESERVED

33. RESERVED

34. RESERVED

35. Finality of Terms: This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DoD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.

36. Software Titles Incorporated by this License Agreement: All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DoD's

anticipation this agreement will cover any and all software companies Licensor may purchase in the future.

- 37. Use of this Agreement by the Federal Government:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is an agency of the Federal Government, then, the terms and conditions of this Agreement can apply to any purchase of software products by that agency, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution. Additionally, should a Federal Government Agency desire to use this agreement, it will be without remuneration to any party.
- 38. DoD Enterprise License:** The parties agree, that in the spirit of cooperation, there may be an instance, during the course of this agreement, where DoD desires an Enterprise Agreement with the publisher. The parties agree that all will work towards implementation of a DoD Enterprise Agreements, that all terms contained in this agreement may become part of the Enterprise Agreement and the DoD and Publisher will work cooperatively on issues that may hamper such an agreement (legacy licenses and the accompanying support, Right-sizing the enterprise and so on).
- 39. Virtualization:** Publisher recognizes Virtualization through partitioning. Should DOD desire to implement virtualization for Publisher's software programs licensed pursuant to this agreement, partitioning shall be defined and executed as follows:
- a) Soft Partition (also called Software Partition): Soft Partition means to partition the operating system using system resource managers that limit the number of CPUs running Publisher Programs. Soft Partitioning creates areas within the same operating system where CPU resources are specifically allocated to respective applications.
 - b) Hard Partition (also called Hardware Partition): Hard Partition means to partition the server by physically separating the processors of a single server into distinct smaller servers, each of which acts as a physically independent, self-contained server, typically with its own dedicated CPUs, operating system, separate boot area, memory, input/output subsystem, and network resources.
 - c) Implementation: If DOD partitions through either Soft Partitioning or Hard Partitioning then DOD is only required to license programs for the partitions on which DOD will be installing and/or running the software.
- 40. Deployment and Use of Subscription or Term Licenses in a Cloud Computing Environment:** DOD can deploy and use any quantity of its term Publisher licenses in any cloud computing environment (private or public) and with any third-party cloud service provider. The DOD will maintain records of license deployment.
- 41. Ineffective Provisions:** If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; and/or (c) requiring the governing law to be anything other than Federal law, then, such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced

therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.

42. RESERVED

43. Data Ownership in a Cloud Environment: When the term of services end, Licensee generally no longer has rights to access or use the services, including the associated Publisher programs and services environments. Any additional requirements for access or retrieval of information beyond the end of the term will be established at the order level, as applicable.

44. Professional Services: Publisher may subcontract all or part of the Services to be performed, to a qualified third party only with the explicit written acceptance of the Licensor. Any subcontracting of services must be noted on the Order Form and acknowledged in the customer's delivery order.

45. RESERVED

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Exhibit A: Palantir Technologies License and Services Agreement

Incorporated herein is the License and Services Agreement (“**Agreement**”), by and between Contractor (“**Palantir Technologies Inc.**” or “**Palantir**”) and the Ordering Activity under GSA Schedule contracts (“**Customer**”). This Agreement sets forth the terms and conditions pursuant to which Customer will license or access certain Palantir commercial software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

PALANTIR TERMS AND CONDITIONS

1. Certain Definitions. Capitalized terms will have the meaning indicated below unless otherwise specifically defined in this Agreement.

1.1 “**Client Software**” means the software provided by Palantir for installation locally by Customer in order to access the Cloud Solutions.

1.2 “**Cloud Solution(s)**” means Palantir’s service to provide a platform for data integration, management, and analysis that will be hosted via Palantir cloud hosting, including access to Software (as defined below) as specified in the Order, and any Updates (as defined below) that are made available in connection with this Agreement (and/or in connection with any future or related Orders or modifications).

1.3 “**Content**” means any data or content that is provided or uploaded by Customer for transmission, storage, integration, import, display, distribution, or use in or through the Products (as defined below).

1.4 “**Intellectual Property Rights**” means patent, copyright, trademark, trade secret, and other intellectual or industrial property rights.

1.5 “**Order**” means the order through which Customer obtains a license or access right to certain Palantir commercial software products and/or contracts for certain services from Palantir.

1.6 “**Palantir Core License**” shall mean a license or access right to the Products specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) to be used on one server core or equivalent for the duration of the specified Order Term (as defined below) subject to the terms and conditions set forth in this Agreement.

1.7 “**Product(s)**” means the Client Software, Cloud Solutions, and Software (as defined below) specified in the Order.

1.8 “**Software**” means the Palantir proprietary commercial software, models, and algorithms, and any helpers, extensions, plug-ins, and add-ons, in any format, specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, any third-party software incorporated therein or in the Cloud Solutions, the Client Software, and any improvements, modifications, derivative works, patches, Updates, and upgrades thereto that Palantir provides in its discretion to Customer hereunder.

1.9 “**Updates**” means Product changes that Palantir in its discretion implements in the generally available Products specified in the Order. Updates do not include platform capabilities, configurations, or modules not specified in the

Order that Palantir makes available for an additional charge.

2. Grant of Limited License. If Customer hosting is specified in the Order, subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-assignable, non-exclusive, limited license, without any right to sublicense, during the Order Term (as defined below), to install, execute, and use the Software specified in the Order in object code format solely for Customer’s internal purposes, and only (i) for use in accordance with the technical specification documentation provided to Customer by Palantir with regard to Software (“**Documentation**”), (ii) if specified, for the number of Palantir Core Licenses specified in the Order, and (iii) for the purpose(s), configuration(s), and module(s) specified in the Order and any associated statements of work. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer to any purpose, configuration, or module not specified in the Order.

3. Provision of Access and Grant of Limited License. If Palantir cloud hosting is specified in the Order, subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, Palantir (i) will provide Customer with access to the Cloud Solutions during the applicable Order Term solely for Customer’s internal purposes, and only (a) for use in accordance with the Documentation, (b) if specified, for the number of Palantir Core Licenses specified in the Order, and (c) for the purpose(s), configuration(s), and module(s) specified in the Order and any associated statements of work; and (ii) hereby grants to Customer a non-transferable, non-assignable, non-exclusive, limited license, without any right to sublicense, to install, execute, and use the Client Software during the Order Term for the sole purposes of using and receiving the Cloud Solutions. At Palantir’s request, Customer will promptly install Updates to the Client Software. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer to any purpose, configuration, or module not specified in the Order.

4. Authorized User Accounts. Customer may establish Product accounts (“**Accounts**”) for Customer’s employees or independent contractors with a need to access the Products on behalf of Customer (“**Authorized Users**”), on the condition that Customer has confidentiality obligations in place for each Authorized User at least as restrictive as those stated herein and upon request by Palantir, provides Palantir with company names of any independent contractors who have access to the Products. Customer shall inform each Authorized User of its obligations under, and ensure that each Authorized User at all times abides by, the terms of this Agreement. Customer shall immediately notify Palantir in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Products that occurs on Customer’s Accounts and shall be liable for any breach of this Agreement by an Authorized

User.

5. Account Protection. Customer shall be responsible for authorizing and protecting Accounts. Customer agrees to provide access to the Products only to Authorized Users, to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties, and to use standard security measures to protect Accounts (including, without limitation, using multi-factor authentication to access the Products). Customer is responsible for monitoring and controlling access to the Products and maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately de-activate such Account or change the Account's login information as appropriate.

6. Ownership. Customer acknowledges and agrees that, as between Customer and Palantir, Palantir retains all rights, title, and interest in and to the Products, Documentation, and any other related documentation or materials provided by Palantir (including all Intellectual Property Rights embodied in any of the foregoing). No ownership rights are being conveyed to Customer under this Agreement. Customer acknowledges that it is obtaining only a limited access or license right to the Products, notwithstanding any reference to the terms "purchase" or "customer" herein. Except for the express rights granted herein, Palantir does not grant any other licenses or access, whether express or implied, to any Palantir software, services, technology, or Intellectual Property Rights. Customer will maintain and not remove, obscure, or alter any copyright notice, trademarks, logos, and trade names and any other notices or product identifications that appear on or in any Products or Documentation and any associated media.

7. Content. As between Palantir and Customer, Customer retains all rights, title, and interest in and to the Content.

8. Updates. Palantir will have the right to update the Products from time to time with improvements or modifications to a previously purchased capability or module or to otherwise improve the functionality of the Products. Palantir may deliver Updates electronically.

9. Restrictions. Customer will not (and will not allow any third party to): (i) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Products (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use a Product for the benefit of any third party; (iii) list or otherwise display, copy, or reuse any code of any Product, including HTML/CSS and JavaScript; (iv) copy any Products (or component thereof), except where Customer hosting is specified Customer may make a reasonable number of copies of the Software and/or Documentation solely for backup, archival, or disaster recovery purposes; (v) develop any improvement, modification, or derivative work of the Products or include a portion thereof in any other equipment or item; (vi) allow the

transfer, transmission (including without limitation making available on-line, electronically transmitting, or otherwise communicating, to the public), export, or re-export of any Products or Documentation (or any portion thereof) or any Palantir technical data; (vii) perform benchmark tests or other technical evaluations of the Products without the prior written consent of Palantir (any results of such permitted testing shall be deemed Confidential Information (as defined below) of Palantir), (viii) gain or attempt to gain unauthorized access to the Products, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Products, (ix) interfere with or disrupt the integrity or performance of the Products, (x) input, upload, transmit, or otherwise provide material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs to or through the Products, or (xi) use, evaluate or view the Products or Documentation for the purpose of developing, designing, modifying or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Products. Notwithstanding these restrictions and subject to the other terms and conditions of this Agreement, Customer shall be permitted to develop software that interfaces with Palantir's public APIs, provided that Customer shall not attempt to, or encourage any third party to, sell, rent, lease, license, sublicense, distribute, transfer, or syndicate such Products, without prior written approval from Palantir. Periodically, Palantir may request that Customer provide an accurate accounting of the number of server cores that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of Palantir's request. All the limitations and restrictions on Products in this Agreement also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Products may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses or access granted hereunder shall not alter any duties and obligations Customer may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software.

10. Usage Data. Palantir may collect analytics, statistics, metrics, or other usage data related to Customer's use of the Products (i) in order to provide the Products to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, maintain and improve the Products.

11. Confidentiality. To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 U.S.C. § 552), Customer shall treat as confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to its own employees, agents, advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent

the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "**Confidential Information**" shall mean (i) Products, (ii) Documentation, and (iii) any other business, technical, or engineering information provided by Palantir to Customer, including third party information, disclosed by Palantir to Customer, in any form and marked or otherwise designated as "Confidential" or "Proprietary" or in any form and which by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section by its employees, independent contractors, agents, or other persons to whom Confidential Information was disclosed. Customer's obligations with respect to Palantir's Confidential Information survives termination of this Agreement for a period of five (5) years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

12. Payment and Delivery. Customer shall pay to Palantir the total amount of fees set forth in the Order in accordance with the GSA Pricelist. All payments shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by Palantir. All fees are due within thirty (30) days after the date of receipt of Palantir's invoice. Any late payments shall be subject to the Prompt Payment Act. Products are deemed delivered upon being made available to Customer for download, installation, or access.

13. Support and Maintenance. Subject to the payment of the applicable fees set forth in the Order as they become due, Palantir shall use commercially reasonable efforts to provide Customer with product support and Updates in accordance with and subject to Palantir's standard support and maintenance terms and conditions ("**Support and Maintenance**") for the period of time specified in the Order ("**Support and Maintenance Period**"). If Customer elects to renew Support and Maintenance, Customer must renew Support and Maintenance in full. If Customer fails to pay by the end of the then-current Support and Maintenance Period, Customer shall be deemed to have cancelled Support and Maintenance and Palantir shall no longer provide Customer with Support and Maintenance. Customer may reinstate Support and Maintenance after a period in which it was cancelled, provided (i) Palantir then offers Support and Maintenance, and (ii) in order to receive

Updates which Customer had not received due to cancellation, Customer pays Palantir the current GSA Pricelist Support and Maintenance fee and any Support and Maintenance fees that would have been payable during the period during which Support and Maintenance was cancelled. Support and Maintenance fees shall be negotiated by Palantir and Customer and at the conclusion of any applicable option period and/or Order period, shall default to the standard undiscounted rate available to customers via Palantir's GSA Schedule or other applicable commercial schedule.

14. Professional Services. Palantir will provide Customer with professional services related to the Products specified in the Order or a statement of work, if any. From time to time at Customer's request, and upon mutual written agreement of the parties, Palantir may provide additional services with respect to Customer's use of the Products.

15. Training. Subject to payment of the applicable fees set forth in the Order, Palantir agrees to provide training services for the number of Customer personnel specified in the Order ("**Training**"), if any.

16. Government Matters. The Products, Support and Maintenance, Professional Services, and Training are "commercial items" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation, and commercial services. If Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related Documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Federal Acquisition Regulation 12.212 or Defense Federal Acquisition Regulation Supplement 227.7202-1 for military purposes, (ii) the Products and Documentation were developed exclusively at private expense, and (iii) all other use of the Products and Documentation except in accordance with the license or access grant provided above is strictly prohibited. Notwithstanding anything to the contrary, these terms and conditions describing the Government's use and rights are in lieu of, and supersede, any conflicting provisions that address Government rights in the Products, related documentation, and technical data that may be incorporated in any contract or subcontract under which the Products are accessed or licensed.

17. Term and Termination. This Agreement shall begin on the date and remain in effect for the period of time specified in the Order ("**Order Term**"), unless otherwise terminated as provided herein.

17.1 If a perpetual license is specified in the Order, this Agreement will remain in effect in perpetuity unless otherwise terminated as provided herein. During the Order Term of the license, this Agreement may be terminated by Customer without cause in accordance with the Federal Acquisition Regulation (FAR).

17.2 If a term license is specified in the Order, the Order Term shall be the number of months or years set forth in the

Order. During the Order Term of the license, this Agreement may be terminated by Customer without cause in accordance with the FAR.

17.3 Termination or expiration does not affect either party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 6, 7, 9, 11 (but only for the period of time specified therein), 16, 17, 18, 19, 20, 21, and 22 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

18. Indemnification. Palantir has a right to intervene to defend, indemnify, and hold harmless Customer from and against damages, costs, and reasonable attorneys' fees, if any, finally awarded against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within twenty (20) days of Customer receiving notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Products are, or in Palantir's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, submit a claim to the Ordering Activity Contracting Officer under the Contract Disputes Act to terminate this Agreement and refund to Customer in the case of perpetual licenses, the license fee paid hereunder by Customer as reduced to reflect a four- year, straight-line amortization from the date on which such Products were first delivered by Palantir, or, in the case of term licenses, refund to Customer a pro-rated portion of the fee paid that reflects the remaining portion of the Order Term at the effective date of termination. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided to Customer prior to the date of the alleged infringement; or (6) to any third party products, software, or services contained within or used to deliver the Products. THIS SECTION SETS FORTH PALANTIR'S SOLE

LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

19. Palantir Limited Warranty and Disclaimer.

19.1 If Customer hosting is specified in the Order, Palantir warrants for a period of ninety (90) days from the date the initial Software was delivered by Palantir that the Software will substantially conform to Palantir's then current Documentation for such Software. This warranty covers only problems reported to Palantir in writing (including a test case or procedure that recreates the failure and full documentation of the failure) during the warranty period. In the event of a material failure of the Software to perform substantially in accordance with the specifications during the warranty period ("Defect"), Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Software or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective after Palantir's receipt of the notice pursuant to the procedures in the FAR, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of all amounts paid to Palantir hereunder.

19.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE, OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 19.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19.1, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES THAT PALANTIR DOES NOT

CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD-PARTY SERVICES, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PALANTIR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

20. Customer Representations and Warranties.

20.1 Customer represents, warrants and covenants to Palantir that it will not use the Products for any unauthorized, improper or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) harmful or fraudulent activities, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of contractual agreement or local, state, and/or Federal laws, regulations, or ordinances. Customer represents, warrants and covenants to Palantir that (i) it will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper or illegal; (ii) no Content infringes upon or violates any other party's Intellectual Property Rights, privacy, publicity or other proprietary rights; (iii) this Agreement imposes no obligations, by contract or local, state, Federal, international law, regulation or ordinance, with respect to Content, unless explicitly mutually agreed upon in writing; and (iv) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals and/or agreements as required by any applicable laws or policies in order to enable Palantir to receive and process Content, including personal data, according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Products and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

21. Limitations of Liability.

21.1 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 18 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, DEATH, FRAUD, (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREFOR IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT PALANTIR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCTS, SERVICES, OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON PALANTIR'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS, ALTERATION, CORRUPTION, OR BREACH OF DATA, COST OF REPLACEMENT, DELAYS, EXPECTED OR LOST PROFITS OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF PALANTIR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

21.2 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 18 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, DEATH, FRAUD, (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREFOR IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY, OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE SUMS PAID TO PALANTIR BY CUSTOMER HEREUNDER.

22. Miscellaneous. Neither this Agreement nor the access or licenses provided hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer without the prior written consent of Palantir; any attempt to do so shall be void. Palantir may not assign this Agreement in whole or in part without the prior written consent of Customer. Palantir may utilize and/or make available third-party services in the provision of the Products and processing of Content (each a "**Third-Party Service**"). Such Third-Party Services may be set forth in the Documentation or otherwise be mutually agreed by and between the Parties. Palantir is not responsible and liable for any Third-Party Service (including without limitation, uptime guarantees, outages, or failures). The terms and conditions of this Agreement together with the underlying GSA Schedule Contract, Schedule Pricelist, and Order(s) constitute the entire agreement between Palantir and Customer with respect to the subject matter hereof, and supersede all prior or contemporaneous oral or written representations, proposals, or agreements concerning the subject matter herein. This Agreement is incorporated into the Order and takes precedence over any conflicting or inconsistent provisions from whatever source, to which objection is hereby made by Palantir. Unless expressly stated in the Government Order, this Agreement shall take precedence over any conflicting or

inconsistent provisions in that Government Order. Any construction or interpretation to be made of the Agreement shall not be construed against the drafter. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt (any email notice to Palantir must be sent to legalnotices@palantir.com), or major commercial rapid delivery courier service to the address specified in the Order. If any provision of this Agreement shall be adjudged by any court or board of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Unless otherwise specified by Palantir, the Products, Documentation, and Support and Maintenance provided hereunder are subject to U.S. trade controls and sanctions and may only be further exported or transferred in accordance with applicable export and sanctions requirements, including consultation of the U.S. Consolidated Screening List. It is Customer's responsibility to provide Palantir with the necessary information for Palantir to comply with applicable requirements, and to ensure that all end-uses and end-users relating to Customer's reexports and retransfers of the Products, Documentation, and Support and Maintenance comply with applicable controls. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien. This Agreement is governed by United States Federal law. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Palantir shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Force Majeure: Excusable delays shall be governed by FAR 52.212-4(f).

DoD Software License Agreement

Exhibit B: Palantir Support and Maintenance (O&M) Terms and Conditions

PALANTIR SUPPORT AND MAINTENANCE (O&M) TERMS AND CONDITIONS

1. SUPPORT AND MAINTENANCE. Support and Maintenance consists of (a) Error Correction, (b) Technical Support provided to Customer's technical support contact concerning the applicable Product, and (c) Product Updates that Palantir in its discretion makes generally available without additional charge to a customer that is up to date on all fees due under its current Agreement (any such Update will be subject to the Agreement as though it were the applicable Product).

2. DEFINITIONS.

- "Business Hours" means hours occurring during the period of each day in which Palantir offers Support and Maintenance, 12 A.M. – 8 P.M. Pacific Time.
- "Documentation" means the technical specification documentation made available to Customer by Palantir with regard to the Product.
- "Error" means an error in the Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Documentation.
- "Error Correction" means the use of reasonable commercial efforts to correct Errors or the availability of an update to correct Errors.
- "Fix" means the repair, replacement, or configuration of object or executable code versions of the Product to remedy an Error.
- "P0 Error" means an Error which renders the Product inoperative or causes such Product to fail catastrophically.
- "P1 Error" means an Error which substantially degrades the performance of the Product so as to materially impact or restrict Customer's use of such Product.
- "P2 Error" means an Error which causes only a minor impact on Customer's use of the Product.
- "P3 Error" means an Error which causes only a very minor impact on Customer's use of the Product, such as documentation typos or handled error messages.
- "Product" means Palantir's proprietary commercial software, models, algorithms, services, and any helpers, extensions, plug-ins, and add-ons specified in any related purchase orders, statements of work, or amendments or provided by Palantir in connection with this Agreement, and any improvements, modifications, derivative works, patches, updates, and upgrades thereto that Palantir provides or makes available to Customer hereunder. For the avoidance of doubt, Product does not include without limitation (i) any software application, interface, or extension that extends the features or functionality of, and/or which interfaces with or to, the Product, (ii) any software application, interface, or extension that is developed for or configured by Customer, or on behalf of Customer, for use with, access to, and/or in connection to, the Product, and/or (iii) any other hardware, software, systems, data feeds, pipelines, interfaces, and/or infrastructure.
- "Product Updates" means Product changes that Palantir in its discretion implements in the applicable generally available Product. Updates do not include platform capabilities, configurations, or modules that Palantir makes available for an additional charge.
- "Support and Maintenance" means Palantir product support as described in Section 1.
- "Technical Support" means assistance via email, telephone, or other means provided by Palantir in its discretion to the Customer's technical support contact during Business Hours concerning the Product.
- "Update Guide" means the documentation provided by Palantir specifying appropriate procedure for updating Product.
- "Workaround" means a change in the procedures or workflow followed to avoid an Error without substantially impairing Customer's use of the Product.

3. ERROR PRIORITY LEVELS. Palantir shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified version of the applicable Product in accordance with the priority level reasonably assigned to such Error by Palantir and these terms and conditions.

- P0 Errors - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error(s); (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic

reports on the status of the corrections; (iv) if appropriate, initiating work to provide Customer with a Fix or Product Update; and (v) if appropriate, providing Palantir engineers or other Palantir-trained personnel onsite at Customer's facilities.

- P1 Errors - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error; (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) if appropriate, initiating work to provide Customer with a Fix or Product Update; and (v) if appropriate, providing Palantir engineers or other trained personnel onsite at Customer's facilities.
- P2 Errors - Palantir may include the Fix for the Error in a Product Update.
- P3 Errors - Palantir may include the Fix for the Error in a Product Update.

4. RESPONSE TIMES. Palantir will use diligent efforts to meet the following response times and targeted resolution service levels:

Severity	Response Time	Targeted Resolution Service Level
P0	12 clock hours, 365 days a year	Onsite if appropriate within 24 clock hours of issue until Error is resolved
P1	12 Business Hours	Onsite if appropriate within 36 business hours of issue until Error is resolved
P2	24 Business Hours	Error may be resolved with a Product Update
P3	60 Business Hours	Error resolved at Palantir's discretion

5. CUSTOMER OBLIGATIONS. As a prerequisite to Palantir's obligations hereunder, Customer agrees to the following obligations:

5.1 Customer will (i) nominate at least one point-of-contact for Palantir who will be the primary technical support contact for Palantir to triage and correct any Error; (ii) notify Palantir in advance of any events which may cause disruptions to Customer's use of the Product (e.g. power outages, changes in security, authentications, operating systems, file formats, data feeds, and/or any infrastructure); (iii) be responsible for administering any necessary accounts (e.g., creating new user accounts, maintaining existing accounts, and provisioning any user permissions for Palantir to provide the Support and Maintenance); (iv) provide all necessary assistance and co-operation required by Palantir to gain all necessary on-site and/or remote access to Customer sites, hardware, systems, and/or infrastructure (e.g., badges and access credentials); and (v) make Customer systems available to Palantir via remote access for the provision of Product Updates, or, Customer will have the responsibility of installing all Product Updates once delivered by Palantir.

5.2 Customer will establish and maintain a qualified support team that includes:

- system engineers familiar with the environment and configuration who are trained and facile in use of the diagnostic tools provided by Palantir with the Product, including the ability to screen and release this information in a timely manner.
- trained DBAs with access to, and knowledge of, the underlying databases.
- providing Palantir trainers with reasonable access to end-users to enable direct and timely reporting of problems or issues.

In addition, Customer's technical support contact and Customer's support team must be generally available and able to provide all necessary assistance and cooperation to receive Support and Maintenance and will collect all relevant information and report it back to Palantir as soon as reasonably possible and in any event within 48 hours of any requests made by Palantir.

5.3 Customer will back up Palantir files and associated databases regularly, and ensure that it has a technology refresh and capacity planning program in place such that all Customer hardware, systems, and software are kept regularly refreshed in accordance with best industry practice and capacity requirements.

5.4 Customer will ensure that its network, systems, and infrastructure are configured appropriately (e.g., suitable firewalls) in order to receive the Support and Maintenance including, without limitation, ensuring that Customer's network, systems, and infrastructure are configured appropriately to allow Palantir to collect metrics, analytics, statistics and other data related to Customer's use of the Product and to receive Product Updates, Fixes, and/or Workarounds provided to Customer via Palantir's continuous update system.

5.5 If applicable, Customer will follow the Update Guide and other instructions provided by Palantir when updating Product.

5.6 If required by Palantir, Customer will test Product Updates or Fixes in a staging environment before deploying to a production environment.

6. **EXCLUSIONS.** Palantir shall have no obligation to support (as applicable): (i) Product that has been altered, modified, or damaged (by someone other than Palantir) or any portion of the Product incorporated with or into other software; (ii) any third party hardware or software, and/or any data feeds, pipelines, and/or interfaces; (iii) any Product for which Palantir has released a Fix or Product Update that remains unimplemented due to Customer's action or inaction; (iv) Product problems caused by Customer's, or a third party acting on behalf of Customer's, negligence, abuse, misapplication, or misuse of the Product or use other than as specified in the Documentation, or other causes beyond the control of Palantir; and/or (v) Product installed on any hardware that is not supported or provided by Palantir. Palantir shall have no liability for any changes in Customer's hardware that may be necessary to use the Product or any support failures or delays resulting from Customer's failure to fulfill its obligations hereunder.

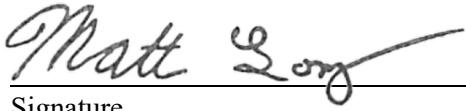
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DoD Software License Agreement

In witness whereof, the parties have executed this Agreement as of the Effective Date.

Palantir USG, Inc.

U.S. Department of Defense



Signature

Matt Long

Name

Legal Counsel

Title

June 10, 2019

Date

Signature

Spencer Sessions

Name

Contracting Officer

Title

June 10, 2019

Date